REMARKS

A duplicate of form PTO-1149 as originally filed is attached herewith as requested by the Examiner. In the instant application, claims 1-53 are currently pending. Of these, claims 14-25 and 39-50 were withdrawn in a previous action in accordance with a restriction requirement. In the instant action, the Examiner has rejected claims 1-13, 51 and 52 under 35 U.S.C. 101, as well as claims 1-13, 26-38, 51 and 52 under 35 U.S.C. 112, second paragraph. Additionally, claims 1-13, 26-38, and 51-53 stand rejected under 35 U.S.C. 102(e) as allegedly anticipated by or, in the alternative, under 35 U.S.C. 103(a) are obvious under Lidow (2002/0194057). Claims 1-13 and 26-38 have been canceled. New claims 54-69 have been added. Claims 51 and 52 have been amended. The Applicants submit that the instant application is in condition for allowance and respectfully request reconsideration and withdrawal of the outstanding rejections. No new matter has been entered in this amendment.

Rejections under 35 U.S.C. 101

Claims 1-13, 51 and 52 have been rejected under 35 U.S.C. 101 for allegedly being directed to non-statutory subject matter. Specifically, the Examiner asserts that the claims are non-statutory because they lack a technological element (e.g., recitation of a computer performing the steps). Claims 1-13 have been canceled and replaced by new claims 54-61. New claims 54-61 recite a server performing a method and include communications over a network as provided in independent claim 54. It is believed that new independent claim 54 conforms to the requirements of 35 U.S.C. 101 for at least this reason. It is further believed that new claims 55-61 and amended claims 51 and 52 also conform to 35 U.S.C. 101. Accordingly, the Applicants respectfully request withdrawal of the rejections.

Rejections under 35 U.S.C. 112, second paragraph

Claims 1-13, 26-38, 51 and 52 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the Examiner asserts that claims 1, 2, 26, and 27 are indefinite. The Applicants have canceled claims 1-13 and claims 26-38, replacing them with

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new claims 54-61 and 62-69, respectively. It is believed that new claims 54-69 sufficiently address the issues raised by the Examiner with respect to 35 U.S.C. 112. Claims 51 and 52 depend from claim 54 and are believed to be allowable for at least the reason that they depend from an allowable claim. The Applicants respectfully request reconsideration of the outstanding rejections.

Rejections under 35 U.S.C. 102(e)/103(a)

Claims 1-13, 26-38, and 51-53 have been rejected under 35 U.S.C. 102(e) as allegedly anticipated by or, in the alternative, under 35 U.S.C. 103(a) as allegedly obvious over Lidow (2002/0194057). As indicated above, the Applicants have cancelled claims 1-13 and 26-38, replacing them with new claims 54-61 and 62-69, respectively. The Applicants submit that claims 51-69 are neither anticipated by, nor rendered obvious over Lidow for at least the reasons presented herein.

New claims 54 and 62 recite, respectively, a method and storage medium for facilitating supply chain collaboration over a network, comprising:

"aggregating demand received, by a server of the enterprise, from enterprise sites associated with the enterprise, the demand comprising materials requirements common to each of the enterprise sites;

generating an unconstrained forecast resulting from the aggregating;

transmitting the unconstrained forecast over the network to each of the suppliers that service the enterprise sites for which the unconstrained forecast is generated;

receiving supplier capability statements that are forwarded over the network by the enterprise sites, the supplier capability statements received by the enterprise sites from the corresponding suppliers in response to the transmitting;

generating a constrained forecast specific to each of the enterprise sites that provided a supplier capability statement; and

transmitting the constrained forecasts to the corresponding suppliers over the network."

Applicants' claims 54 and 62 are patentable over Lidow because Lidow does not teach or make obvious, each and every element of claims 54 and 62. Specifically, Lidow does teach or

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make obvious a collaboration process implemented between a single enterprise and its suppliers as recited in claims 54 and 62. Rather, Lidow teaches a supply chain server that executes modules for implementing supply chain processes on behalf of a plurality of customers and suppliers.

Moreover, Lidow does not teach or make obvious the two-phased collaboration process as recited in claims 54 and 62, namely, transmitting an unconstrained forecast to suppliers followed by the constrained forecast to the appropriate suppliers. As recited in claims 54 and 62, an unconstrained forecast for multiple enterprise sites is transmitted to suppliers and supplier capabilities are determined. Based upon this determination, a constrained forecast is generated for each enterprise site and transmitted to each of the suppliers that are capable of satisfying the demand. In contrast, Lidow does not distinguish between constrained and unconstrained forecasts. Rather, Lidow teaches that a consolidated demand file, which appears to be an aggregation of each customer's *constrained forecast*, is provided to suppliers (i.e., Lidow teaches a single phase process)(emphasis added). Support for this may be found in paragraphs 0149-0165 and 0180, as well as Figures 6, 7, and 10A. Specifically, Lidow teaches a planning module executed by the supply chain server that manages forecasts received by customers and "the demands are consolidated, translated into supplier part numbers, and transformed into specific supplier requirements" (par. 0152). The supply chain server performs rough cut capacity matching that assigns demand to suppliers and tests to see if this assignment of demand falls within the supply capacity constraints given by the suppliers. Demand in excess of the supplier's capacity constraints is re-assigned by supply chain server to another supplier (par. 0154). If there are no demand issues, the process proceeds to the Procurement module (par. 0162) whereby a supply demand is sent to the appropriate supplier (par. 0180). Thus, the teachings of Lidow do not include a second phase of the collaboration process and further suggest that the demand processes described with respect to the Planning module above relate to a constrained forecast since the absence of any demand issues results in the demand proceeding to the Procurement module and the supplier for fulfillment. Contrary to Lidow, Applicants' claims 54 and 62 recite an unconstrained forecast and supplier capability statements that are used in generating the constrained forecast. The constrained forecast is then transmitted to the suppliers.

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Further, Lidow does not teach or suggest a collaboration process that utilizes a combination of communications that include direct transmissions between the supplier and the customer as provided in claims 54 and 62, namely, the supplier capability statements received by the enterprise sites from the corresponding suppliers.

Accordingly, because Lidow does not teach or make obvious each and every aspect of Applicants' claims 54 and 62, the Applicants submit that claims 54 and 62 are patentable over Lidow and respectfully request withdrawal of the outstanding rejections. Claims 51, 52, and 55-61 depend from what is believed to be an allowable claim 54. Claims 63-69 depend from what is believed to be an allowable claim 62. For at least these reasons, the Applicants submit that claims 51, 52, 55-61, and 63-69 are in condition for allowance and respectfully request withdrawal of the rejections.

Applicants' claim 53 recites a method of using an MRP system to facilitate supply chain collaboration comprising:

"running an MRP system to generate an unconstrained forecast; and

running the MRP system to generate a constrained forecast, said constrained forecast taking into account at least one supplier capability statement, and said at least one supplier capability statement based on a supplier receiving said unconstrained forecast." The Examiner asserts that claim 53 is unpatentable in view of Lidow because Lidow allegedly includes all of the elements of claim 53 except the MRP system. The Examiner states that it would have been obvious to one of ordinary skill in the arts to modify the Lidow by using an MRP system to generate the forecasts in order to provide for more efficient use of resources. The Applicants respectfully disagree. As indicated above with respect to claims 54 and 62, Lidow does not teach or make obvious a two-phase process including generating and unconstrained forecast followed by an unconstrained forecast in the manner recited in claims 54 and 62. Further, the Examiner concedes that Lidow does not teach an MRP system. Accordingly, Lidow does not teach or make obvious the Applicants' claim 53 as suggested by the Examiner. For at least this reason, claim 53 is neither anticipated nor rendered obvious by Lidow. The Applicants respectfully request reconsideration and withdrawal of the rejection.

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Conclusion

It is believed that the foregoing amendments and remarks fully comply with the Office Action and that claims 51-69 are in condition for allowance. Accordingly, reconsideration and allowance is respectfully requested. In the event the Examiner has any questions regarding this Amendment, Applicants' attorneys respectfully request the courtesy of a telephone conference.

In the event that there are any additional fees with respect to this Amendment, Applicants' attorneys respectfully request that such fees be withdrawn from Deposit Account No. 50-0510 maintained by Applicants' attorneys.

Respectfully submitted,
ROBERTO AYALA ET AL.

CANTOR COLBURN LLP
Applicants' Attorneys

By: _____
Marisa J. Dubic
Registration No. 46,673
Confirmation No. 2135
Customer No. 48915

Date: March 16, 2005
Address: 55 Griffin Road South, Bloomfield, CT 06002
Telephone No: (860) 286-2929
Fax No: (860) 286-0115

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